

SUMMARY OF DEED

Date of Execution: -----	 th day of 2020
Mohalla: -----	Rewa Road, Dandi, Prayagraj.
Type of Land: -----	Residential
Type of property:-----	Residential
Construction:-----	Finished
Description of property: -----	Apartment No. on Floor
Carpet Area: -----	 Sq. Mtrs.
Super Built-up Area:-----	 Sq. Mtrs.
Average Land: -----	Sq. Mtrs.
Road: -----	Code-, Page-
Sale Consideration: -----	Rs.
Valuation: -----	Rs.
Stamp Duty Paid: -----	Rs.

SALE DEED

THIS SALE DEED is made on thisth day of 2021.

BY AND BETWEEN

M/s JMD Infraestate Private Limited" (CIN No. U70102UP2012PTC051260) a company incorporated under the provisions of the Companies Act, 1956/ 2013 and registered with Registrar of Companies-Kanpur (U.P.) under having its registered office at 49/13, Clive Road, Civil Lines, Prayagraj-211001 (U.P.) India and its PAN is AACCJ8741J represented by its Authorized Signatory **Shri** (**Occupation:**, **Aadhar No.**, **PAN No.**, **Mob No.**) S/o Shri r/o duly authorized vide board resolution dated.....(Hereinafter, called "The First Party/Promoter" which expression shall always mean and include their Legal heirs, successors, legal representatives, executors and assignees of the one part, unless expressly excluded).

.....**First Party/Seller**

AND

Mr..... (**Occupation:**, **Aadhar No.**, **PAN**, **Mob No.**) **S/o** r/o (Hereinafter singly/ jointly, as the case may be, referred to as the "**Allottee(s)**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

DETAILS OF THE APARTMENT/FLAT BEING SOLD IN THIS DEED

Finished Apartment No., having Carpet area Sq. Mtrs and Balcony Area Sq. Mtrs, Total Carpet Area Sq. Mtrs, Built up area Sq. Feet or Sq. Mtrs and Super built up area = Sq. Feet or Sq. Mtrs, type ... B.H.K., on Floor in Phase '1' of aforesaid Multi Storied residential complex Known as "SAIDHAM SHREE KALESHWAR DHAM" which has been constructed over the aforesaid Arazi No. 82Mi now 82, Mauza Dandi, Pargana Arail, Tehsil Karchana, Distt. Prayagraj with a total area admeasuring of 4260.00 Sq. Mtrs. This Land Area of 4260.00 Sq. Mtrs it has to develop 3817.33 Sq. Mtrs excluding the area 442.67sq meter for road widening.

East :
 West :
 North :
 South :

(Hereinafter referred as the **vended Apartment/Flat**)

WHEREAS THE SELLER DECLARES THAT

1. The First Party Promoter is in lawful owner in possession of the Piece of Land admeasuring 4260.00 Sq. Mtrs of Arazi No. 82 Mi and Now 82, Mauza Dandi, Pargana Arail, Tehsil Karchana, Distt. Prayagraj, more fully detailed in the foot of this deed and in annexed map. The First Party "Seller" owns and possesses the aforesaid land admeasuring 4260.00 Sq. Mtrs of Arazi No. 82Mi and Now 82, Mauza Dandi, Pargana Arail, Tehsil Karchana, Distt. Prayagraj fully described at the foot of this deed.
2. **M/s JMD Infraestate Pvt. Ltd** a company through its Director Shri Pankaj Kumar S/o Late Raja Ram R/o House No. 264/1B, Kamla Nagar, Stanely Road, Prayagraj had purchased the land admeasuring 4260.00 Sq. Meters of Arazi No. 82 Mi and Now 82, Mauza Dandi, Pargana Arail, Tehsil Karchana, Distt. Prayagraj, as per the following:-
 - A. The First Party/Seller (**M/s JMD Infraestate Pvt. Ltd.)** had purchased plot area admeasuring 3379.14 Sq. Mtrs. which is part portion of Arazi No. 82Mi, and Now 82, Mauza Dandi, Pargana Arail, Tehsil Karchana, Distt. Prayagraj by virtue of a registered sale deed dated 18-08-2012 executed by Mrs. Krishna Rani W/o Shri Surendra Kumar, Shri Rajiv Chawla, Shri Sanjeev Chawla S/o Shri Kasturi Lal Chawla, Mrs. Vimmi Chawla W/o Late Anil Kumar Chawla, Shri Shivam Chawla S/o Late Anil Kumar Chawla and Miss Ankita Chawla D/o Late Anil Kumar Chawla all R/o House No. 130, Pura Dhaku Kidganj, Tehsil-Sadar, Prayagraj & Shri Rajeev Bajaj S/o Shri Ramesh Chandra Bajaj r/o House No. 323/11, New Colony, Alopi bagh, Tehsil -Sadar, Prayagraj area admeasuring 3379.14 Sq. Mtrs registered in Bahi No.1, Zild No.2804 in pages 313 to 392 at Serial No. 5006 dated 18-08-2012 as the part Portion of Arazi No. 82Mi and Now 82, Mauza Dandi, Pargana Arail, Tehsil Karchana, Distt. Prayagraj.

- B.** The First Party/Seller (**M/s JMD Infraestate Pvt. Ltd**) had purchased plot area admeasuring 480.86 Sq. Mtrs which is part portion of Arazi No. 82Mi and Now 82, Mauza Dandi, Pargana Arail, Tehsil Karchana, Distt. Prayagraj by virtue of a registered sale deed dated 18-08-2012 executed by Mrs. Krishna Rani W/o Shri Surendra Kumar, Shri Rajiv Chawla, Shri Sanjeev Chawla S/o Shri Kasturi Lal Chawla, Mrs. Vimmi Chawla W/o Late Anil Kumar Chawla, Shri Shivam Chawla S/o Late Anil Kumar Chawla and Miss Ankita Chawla D/o Late Anil Kumar Chawla all R/o House No. 130, Pura Dhaku Kidganj, Tehsil- Sadar, Prayagraj & Shri Rajeev Bajaj S/o Shri Ramesh Chandra Bajaj r/o House No. 323/11, New Colony, Alopibagh, Prayagraj area admeasuring 480.86 Sq.Mtrs registered in Bahi No.1, Zild No.2807 in pages 313 to 496 at Serial No.5007 dated 18-08-2012 as the part portion of Arazi No. 82Mi and Now 82, Mauza Dandi, Pargana Arail, Tehsil Karchana, Distt. Prayagraj.
- C.** The First Party/Seller (**M/s JMD Infraestate Pvt. Ltd**) had purchased plot area admeasuring 400.00 Sq. Mtrs. Arazi No. 82Mi and Now 82, Mauza Dandi, Pargana Arail Tehsil Karchana, Distt. Prayagraj by virtue of a registered sale deed dated 18-08-2012 executed by Mrs. Krishna Rani W/o Shri Surendra Kumar, Shri Rajiv Chawla, Shri Sanjeev Chawla S/o Shri Kasturi Lal Chawla, Mrs. Vimmi Chawla W/o Late Anil Kumar Chawla, Shri Shivam Chawla S/o Late Anil Kumar Chawla and Miss Ankita Chawla D/o Late Anil Kumar Chawla all R/o House No. 130, Pura Dhaku Kydganj, Tehsil- Sadar, Prayagraj & Shri Rajeev Bajaj S/o Shri Ramesh Chandra Bajaj r/o House No. 323/11, New Colony, Alopibagh, Prayagraj area admeasuring 480.86 Sq.Mtrs. registered in Bahi No.1, Zild No.2801 in pages 1 to 22 at Serial No.5008 dated 18-08-2012 as the part portion of Arazi No. 82Mi and Now 82, Mauza Dandi, Pargana Arail, Tehsil Karchana, Distt. Prayagraj.
- D.** SDM Karchana had vide its order dated 10-10-2014 in case no. 20140203058206 under section 143 of The ZLR Act has declared the total Arazi No. 82Mi now 82 admeasuring 4260.00 Sq. Mtrs Non- Agricultural revenue free.
- E. WHEREAS** the seller namely **M/s J M D Infraestate Pvt. Ltd** has decided to develop a residential group housing scheme on total area of 4260.00 Sq. Mtrs of the aforesaid plot part portion of Arazi No. 82Mi and Now 82, Mauza Dandi, Pargana Arail, Tehsil Karchana, Distt. Prayagraj and applied with Prayagraj Development Authority (PDA) for approval and PDA vide its demand Note No. **110/Pra. Aa. (Ta. Sa.)/ Zone-4/**

Proposed/Group Housing/2019-20 dated 21/04/2020 had given consent and approval of 1 Plot for Convenient Shops numbered as C-1 and 10 residential plots numbered as R-1 to R-10 and 81 Flats in Building of Basement + Stilt for Parking and 11 Floors for (34 No. 3BHK and 47 No. 2BHK Flats) total 81 No. Flats vide **Permit No. 110/Pra. Aa. (Ta. Sa.)/ Zone-4/ Proposed/Group Housing/2019-20 dated 30.01.2021**.

- F.** WHEREAS That the First Party Promoter wanted to develop the land into a housing colony consisting of few plots and one block of group housing colony, The Prayagraj Development Authority has approved the said scheme vide **Permit No. 110/Pra. Aa. (Ta. Sa.)/ Zone-4/ Proposed/Group Housing/2019-20 dated 30.01.2021** and the Promoter have decided to name the housing complex as **"SAI DHAM SHREE KALESHWAR DHAM"**.
- G.** The Seller has been registered with the Real Estate Regulatory Authority and registration No. is and registration No. is **UPRERAPRM.....** dated on 30.01.2021 **and** the Project Registration Certificate No. is **UPRERAPRJ.....**dated This registration is valid for a period of 2 years commencing from 2021 and ending with 2023 unless extended by the Authority. The details of the Seller and Project are also available in the website (www.up-rera.in) of the Authority.

Details of N.O.C obtained from various departments for the sanction of the map from Prayagraj Development Authority are as under:-

- **Provisional Fire NOC for the Project has been accorded by the Fire Fighting Authority Allahabad vide Permit No. UPFS/2020/19917/ALB/ALLAHABAD/120/CFO dated 25.06.2020.**
- **The Superintendent of Police (Traffic) Allahabad NOC has been accorded by the Permit No. ST/SPT/NOC (07)/2020 dated 25 July 2020.**
- **The Nagar Nigam Prayagraj NOC for the Project has been accorded by the Permit No. 67/N/STCE/20 dated 23.11.2020.**
- **Jal Nigam Prayagraj NOC has been accorded by the Permit No. D/193/Jal KalVibag/Jachdal/20 dated 19.11.2020.**

- **S.D.M., Karchana Prayagraj NOC has been accorded by the Permit No. 824/ST-Karchana dated 18.12.2020.**

H. AND WHEREAS the purchaser/allottee has seen all documents pertaining to development plans and other title documents and after being fully satisfied the purchaser offered to purchase the aforesaid vended Apartment/Flat of the aforesaid multistoried residential complex known as **“SaiDham Shree Kaleshwar Dham”** which has been constructed over the part portion of Arazi No. 82Mi now 82, Mauza Dandi, Pargana Arail, Tehsil Karchana, Distt. Prayagraj fully described at the end of this deed and also shown to be bounded by red lines in the annexed site plan against a total sale consideration of **Rs.00 (RupeesOnly)** and the sale consideration offered by the purchaser being very reasonable and as per prevailing market value and therefore the seller have decided to sell the aforesaid apartment to the purchaser against a total sale consideration of **Rs.00 (Rupees Only)** vide registered agreement to sell registered in the office of Sub-Registrar Sadar-I Prayagraj, registered in Bahi No.1, Zild No. **in pagesto.....at serial No. dated**

NOW THE PARTIES HERETO COVENANT AS UNDER:-

That the seller hereby sells and alienates all its rights, title and intrests in the vended Apartment/Flat of the aforesaid Multistoried Residential Complex Known as **“Sai Dham Shree Kaleshwar Dham”** which has been constructed by the aforesaid First Party Seller/Promoter over the land of aforesaid No. 82Mi now 82, Mauza Dandi, Pargana Arail, Tehsil Karchana, Distt. Prayagraj with a total area admeasuring of 4260.00 Sq. meters. The Promoter has to develop 3817.33 Sq. Mtrs excluding the area 442.67sq meter for road widening and the Purchaser purchases for a total sale consideration of **Rs.00 (RupeesOnly)** exclusive of all taxes and duties.

1. That the Second Party Purchaser/Allottee has paid the entire sale consideration of **Rs.00 (RupeesOnly)** to the First Party Seller/Promoter namely Messer's **“M/s JMD Infraestate Pvt. Ltd”** as per the PAYMENT Details mentioned at the foot of this deed and the first party acknowledges the receipt of the same.
2. The First Party Seller/Promoter hereby acknowledges the receipt of the entire sale consideration. Nothing remains due from Second Party Purchaser/Allottee in this regard.

3. That the T.C.S. has been paid by the Purchaser as per Income Tax Act.
4. That the Seller confirms that all standard quality of material has been used in the construction of the said building and Earthquake Resistant RCC framed structure designed by reputed/qualified structural architect/engineer.
5. That the Purchaser has examined the quality work of the said building/apartment and is fully satisfied with it. The Purchaser hereinafter shall not be entitled to raise any sort of dispute or claims regarding quality and workmanship of the said building/apartment.
6. That the Purchaser has scrutinized and satisfied himself about the right title and interest, encumbrance, right to construct on the said unit and also satisfied about the right to sell which is possessed by the Seller and has also seen all the papers regarding the same.
7. That all the rights, title and interest of the First Party Seller/Promoter over the said Apartment has been transferred to the Second Party Purchaser/Allottee from today and the First Party/Seller ceases to have any concern with the said Apartment.
8. That the Second Party Purchaser/Allottee has become absolute owner of the said Apartment. He/She/They may use and enjoy the same in the manner He/She/They likes without interruption from any one. He/She/They may also get their name recorded in the relevant records.
9. That the said Apartment hereby sold is free from all encumbrances, charges ligitations or court case and liens.
10. That the Second Party Purchaser/Allottee will not do any such act which may hamper the value of the building or damage the building in any manner.
11. That Second Party Purchaser/Allottee shall use the Apartment for residential purposes only and He/She/They shall not carry out any commercial activity.
12. That all the taxes of said Apartment hereby sold has been paid by the First Party Seller/Promoter up to this day and now it is the responsibilities of the Second Party Purchaser/Allottee to pay the same in future.
13. That the electricity connection of the project shall be got approved in the name of the residents welfare society and the installation of Transformer shall be done by the First Party Seller/Promoter at the cost of all the purchasers/Allottees or all the Apartment owners divided between them as per their load requirements which is calculated **Rs.00** and all the residents shall take their individual connection from the electricity department at their cost and shall compulsorily pay all the charges as per rules of the

electricity department framed/being framed by the government in this regard without creating any liability on the first party.

14. That all the Apartment owners along with the Second Party purchaser/Allottee shall form a society for maintenance of the said building, clearance of common places, sewer line, and repairing and operation of submersible pump, Lift & Generator. In this event all the expenses shall be borne by all Allottees of the whole complex equally, every month to society, from the date of execution & registration of sale deed. Even then if any Allottee do not reside himself or give it to some other person on hire basis. In case any Allottee fails to pay the said expenditure, the said society forfeits the benefit and facilities of the building and the Allottee will pay a security @25/- per sq. Feet of super built-up area = **Rs.00** to the society at the time of taking possession.
15. That all the present taxes have been paid by the Second Party purchaser/Allottee, if any tax is imposed by the state/central government or any other charges are levied on the said Apartment from the state/central government, the same shall be paid by the Second Party purchaser/Allottee to the first party seller/Promoter.
16. That the Second Party Purchaser/Allottee shall have the right to use common passage, stair, parking & submersible pump, gen. set, park and lift etc, together with other Apartment owners of the said Housing Project.
17. That if due to any defect in the title of the First Party Seller/Promoter, the Vended property goes out of possession of Second Party purchaser/Allottee, in that event the First Party Seller/Promoter will be liable to get the defect removed from their title or will pay full compensation to the Second Party purchaser/Allottee as the case may be.
18. That the name of the entire project is "**SAIDHAM SHREE KALESHWAR DHAM**" and the Allottee or occupier of the other unit shall not be entitled to change the name of the project under any circumstances.
19. That the height of vended Apartment is from floor to ceiling of the purchasable Apartment.
20. That the proportionate share in the circulation area {which is left for common amenities} is excluded in the sold carpet area portion, Second Party Purchaser/Allottee has no right to occupy or block staircase, and common passage in any circumstances and He/She/They shall have no right on said circulation area except usage amongst other Apartment owners of the building but the second party Allottee has paid the amount and stamp duty for the sale rights of the carpet area and usage rights of the common areas and exclusive

usage rights of the balcony area and this total forms the super built-up area and the valuation of the Apartment for the purposes of payment of stamp duty the second party has paid the stamp duty on this deed accordingly and valuation has been done accordingly.

21. That after execution of this deed the Allottee may get his name mutated in the relevant records of competent authority and other concerned authorities on the basis of this deed and the Seller shall have no right to object in the matter. However, the Seller shall cooperate with the Allottee for the said purpose, if the same is required by the Allottee.
22. That the Allottee shall keep and maintain the sewer line including water passage and the sewer pipe running through his/ her/ their Unit and would not allow them to be choked up and damaged thereby causing inconvenience to the other owner/occupier of the other unit. Further the Allottee shall permit to the Seller or her nominees, agents or persons/ employees at all reasonable time to enter into the unit for the inspection and maintenance/ repairs.
23. That the charges of electricity spent in common area and for common facilities will be paid by all the Apartment owners in a propionate ratio of their Apartments through the said Society.
24. That the installation of generator, lift & submersible pump shall be done by the First Party Seller/Promoter but there after maintenance of the same, will be borne by all Apartment owners in their propionate ratio through the society.
25. That all the Apartment owners of block or the society formed by them will appoint a agency for the maintenance and Security of the apartment and will pay the expenses for the same.
26. That the Allottee agrees / binds himself to become a member of society / association.
27. That the Allottee shall not be allowed to make any permanent or temporary structural changes in the elevation of the purchased Unit.
28. That before transfer of the said unit either by Allottee or any of their transferee(s), the Allottee or any of their transferee(s) shall have to obtain the 'No Objection Certificate / No Dues Certificate' from the Maintenance Services/ Society/Seller, who are maintaining the aforesaid unit regarding the dues of maintenance charges and other taxes and dues payable thereon, and if the Allottee or any of his transferee(s) transfer the said unit without obtaining the said 'No Objection Certificate / No Dues Certificate' from the Maintenance Services/Society / Seller then in that event the new owner or owners of the

said property has to pay all the outstanding dues regarding the maintenance charges, house tax, and other charges, which are payable in respect of the said property, to the Maintenance Services/Authorized Agency/ Seller.

29. That Second Party Purchaser/Allottee shall have permanent facility of parking of One car reserved in the parking space on provided in the building as per the parking plan of the First Party Seller/Promoter and the other parking spaces will be chargeable as per the Sellers policy. That if incase at any time hereinafter as a result of war, riots, earthquake, tidal, waves, flouts, fire and/or any act of God (Herein referred to as “ the said Force Majure events”) or in any circumstances the apartment falls down, in that case the Second Party Purchaser/Allottee shall be entitled to receive land according ratio of his portion of **prorata land**.
30. That all the expenses in connection with, the execution and registration of the sale deed shall be borne by the Allottee which expected to be **7% + 1%** of the sale value or Government valuation whichever is higher against stamp duty and court fees.
31. The Buyer(s) has exclusively borne all the expenses incurred in connection with the stamp duty is Rs.00.00 at the time of registered agreement to sell of the said apartments. The stamp duty payable on registration of this deed, after deducting the duty already paid by the Second Party Allottee has now been paid by Second Party Allottee(i.e.7%-2%=5%) = (.....-..... =). That the Second Party Purchaser/Allottee shall be fully entitled to sell his/her Apartment if He/She/They likes in future.
32. That the Second Party Purchaser/Allottee shall be fully entitled to sell his Apartment if He/She/They likes in future.

IN WITNESS WHEREOF the parties have signed this deed of sale with their free will and without any coercion on the date, month and year first above written in presence of witnesses.

DETAILS OF THE PAYMENTS

- **Rs.00 (RupeesOnly) vide Cheque No.dated**
.....from.....
- **Rs.00 (RupeesOnly) vide Cheque No.dated**
.....from.....

- Rs.00 (RupeesOnly) vide Cheque No.dated
.....from.....

Total Payments Paid Rs.....

Total TDS paid by Purchaser Second Party Rs.----- as per the following.

- Rs.00 (Rupees Only) vide B.S.R. Code. 0510308 dated,
Challan Serial No.vide Acknowledgement No.
- Rs.00 (Rupees Only) vide B.S.R. Code. 0510308 dated,
Challan Serial No.vide Acknowledgement No.

DETAILS OF APARTMENT TO BE SOLD

**Finished Apartment No., having Carpet area Sq. Mtrs and Balcony Area
Sq. Mtrs, Total Carpet Area Sq. Mtrs, Built up area Sq. Feet or Sq. Mtrs and
Super built up area = Sq. Feet or Sq. Mtrs, type ... B.H.K., on Floor in
Phase '1' of aforesaid Multi Storied residential complex Known as "SAIDHAM SHREE
KALESHWAR DHAM" which has been constructed over the aforesaid Arazi No. 82Mi now 82,
Mauza Dandi, Pargana Arail, Tehsil Karchana, Distt. Prayagraj with a total area admeasuring of
4260.00 Sq. Mtrs. This Land Area of 4260.00 Sq. Mtrs it has to develop 3817.33 Sq. Mtrs excluding
the area 442.67sq meter for road widening.**

East	:
West	:
North	:
South	:

VALUATION FOR STAMP

"SAI DHAM SHREE KALESHWAR DHAM" is situated at Arazi No. 82Mi now 82, Mauza Dandi, Pargana Arail, Tehsil Karchana, Distt. Prayagraj which exists at **Serial No., V. Code No..... & Page No.** of Collectors rate list. The property is meant for residential purposes. The total area admeasuring of 4260.00 Sq. Mtrs. This Land Area of 4260.00 Sq. Mtrs it has to develop 3817.33 Sq. Mtrs excluding the area 442.67sq meter for road widening and the Super Built-up area of the vended Apartment No.is **Sq. Feet =Sq. Mtrs.**

The valuation of vended Apartment according to prescribed methods is as under:-

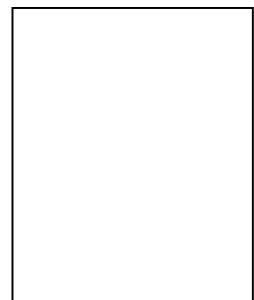
Particular	Area/Sq Mtrs	Rate/Sq Mtrs	Total
Cost of Constrution			#VALUE!
Cost of Avg. Land			#VALUE!
			#VALUE!
10% of Land for Park			#VALUE!
Total			#VALUE!
25% of total cost for Common Amenities			#VALUE!
Grand Total			#VALUE!

That the valuation of the sold Apartment is i.e. **Rs.**but the Stamp is being paid on the Sale Consideration of the Apartment i.e.which is equal to **Rs.00**. The stamp was paid **Rs.**at the time of Registered Agreement AND remaining stamp of **Rs.**has been paid through E-Stamp Certificate No. **IN-UP.....**datedAccording to Govt. Notification No. 2756/11 dated 30th June 2008 accordingly.

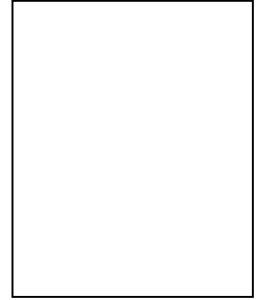
Photo)

Witnesses:

Witness No.1-



Witness No. 2-



(First Party/Seller)

(Second Party/Allottee)

Drafted by:

Typed by: